

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NO.		PAGE 1 OF 23	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>							
2. CONTRACT NO. <b>N00164-04-D-TBD</b>		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. <b>N00164-03-R-8540</b>	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Mr. Peter J. Riegler		b. TELEPHONE NO. (No collect calls) 812-854-6491		6. SOLICITATION ISSUE DATE <b>15 October 2003</b>	
9. ISSUED BY CONTRACTING OFFICER Code 1165 Bldg 3291 NAVSURFWARCENDIV 300 HWY 361 CRANE IN 47522-5001				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED  <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  NAICS CODE: 333314 SIZE STD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING DO-A70	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NAVSURFWARCENDIV CRANE BLDG 3291 MARK FOR CODE 805 JULIE BRINSON 300 HWY 361 CRANE IN 47522-5000				16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			
DUNS: PHONE NO.      FAX				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 2.						
25. ACCOUNTING AND APPROPRIATION DATA See page 3.						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN  ACCEPTED, AND CONFORMS TO THE  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				1. PAID BY			
41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)	
		42d. TOTAL CONTAINERS					

**Continuation of any SF 1449 block in accordance with (IAW) FAR subparagraph 12.303(b)**

Continuation of Block 11 Delivery	Page 6
Continuation of Block 18 Remittance	Page 3
Continuation of Blocks 19-24 Schedule	Page 2
Continuation of Block 25 Accounting & Appropriation Data	Page 3

**Schedule of Supplies/Services - Blocks 19 – 24.**

<b><u>CLIN</u></b>	<b><u>Description</u></b>	<b><u>Qty</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
0001	FLIR Test and Alignment Collimator (FTAC) in accordance with (IAW) attached NSW Crane Statement of Work and Purchase Description	1	Each	\$_____	\$_____
0002	FTAC Training IAW attached Crane Statement of Work (SOW)	1	Lot	\$_____	\$_____
0003	Data Deliverables IAW attached CDRL's (Exhibits A001 thru A006)	1	Lot	Not Separately Priced (NSP)	
0004	OPTION – Same as CLIN 0001	1	Each	\$_____	\$_____

**SCHEDULE NOTES:**

SPECIAL NOTICE - Contractors must be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

**Accounting and Appropriation Data - Block 25.**

<b><u>ACRN</u></b>	<b><u>Line Of Accounting</u></b>	<b><u>Amount</u></b>
A1	To be provided at time of award	

<b><u>ACRN</u></b>	<b><u>CLIN</u></b>	<b><u>(Local Use)</u></b>	<b><u>Unit</u></b>	<b><u>Price</u></b>	<b><u>Amount</u></b>	<b><u>Contract</u></b>	<b><u>Progress</u></b>
		<b><u>Shop/REQN #</u></b>	<b><u>Qty</u></b>			<b><u>Type</u></b>	<b><u>Payments</u></b>
A1			ea				

**SPECIAL PAYMENT INSTRUCTIONS**

- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.
- Disburse ACRNs in the order shown:

**SPECIAL INVOICE/BILLING INSTRUCTIONS**

- The contract ACRN associated with each CLIN/SUBCLIN shall be referenced on page 1 of the invoice by CLIN/SUBCLIN.
- Payment Office – **DFAS Columbus**. The contractor shall send a copy of the invoice directly to the payment office.
- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:

VENDOR PAY  
CODE 00M, BLDG 3173  
NAVSURFWARCENDIV  
300 HIGHWAY 361  
CRANE IN 47522-5002

And one copy to:  
COMMANDING OFFICER  
CODE 1165, ATTN MS. JULIE BRINSON, BLDG 3291  
NAVSURFWARCENDIV  
300 HIGHWAY 361  
CRANE, IN 47522-5000

**PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE**

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or

performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

The due date for payment is defined in the Prompt Payment Act as follows:

*Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with [Deployment of Wide Area WorkFlow - Receipt and Acceptance](#) OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. Invoices for payment shall be submitted in hard copy in accordance with the Submission of Invoice Clause herein to the following address:

Vendor Pay

Code 00M2 Bldg 3173

NSWC Crane

300 Highway 361

Crane IN 47522-5001

PAYMENT STATUS INQUIRIES UNLESS BANKCARD PAY

Status of invoice payments can be obtained from the following web site: [www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS Help Guide" and "Reason and Remark Code Document". You must then register by clicking on "User Registration" under the subheading "MOCAS Vendor Pay Inquiry System" before payment inquiries can be made.

If payment is being made by **other than DFAS-Columbus**, status of invoice payment can be obtained through the **Non-MOCAS System** by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<b><u>Document</u></b>	<b><u>Block</u></b>
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

List your Commercial and Government (CAGE) Code and DUNS # in Block 17a.of Page 1.

It is requested that technical questions concerning this procurement be submitted, via electronic mail not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 8 on page 1 submitted to the following e-mail address: [riegler\\_p@crane.navy.mil](mailto:riegler_p@crane.navy.mil).

The option may be exercised during the following period: 1 through 180 days after contract award.

## **Contract Clauses**

<u>Far Subparagraph</u>	<u>Title</u>	<u>Date</u>
<b>52.212-4</b>	<b>Contract Terms &amp; Conditions--Commercial Items</b>	<b>Dec 2001</b>

**NOTE:** The clause at FAR 52.212-4 has been tailored for this procurement as follows: (See Addendum 1.)

### **ADDENDUM 1 to 52.212-4**

Add to Paragraph (a) "*Inspection and Acceptance*" as follows:

Inspection and acceptance shall be made by a representative of the Government at destination for all line item(s). Inspection and acceptance shall be made upon verification of the FTAC operational performance as described in paragraph 3.2 of the SOW.

The following paragraphs (t thru w) are hereby added to the clause:

(t) *Contractor Performance Reports*. The Government may evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.1500. The following performance rating factors will be utilized:

- Quality
- Cost Control
- Timeliness of Performance
- Business Relations
- Customer Satisfaction

(u) *DELIVERY SCHEDULE*. Delivery is required as follows:

<u>CLINs</u>	<u>Required Delivery</u>
0001	01 September 2004
0002	To Be Determined
0003	As described in CDRLs
0004	270 days after exercise of option

(v) *PLACE OF DELIVERY*

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

**NAVSURFWARCENDIV CRANE  
BLDG 3291  
MARK FOR CODE 805 JULIE BRINSON  
300 HWY 361 CRANE IN 47522-5000**

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

(w) *STANDARD COMMERCIAL WARRANTY (6001)*

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \\_\\_ months. (Offeror is to insert number.)

**ADDENDUM 1 to 52.212-4 (continued)**

In accordance with FAR 12.301(e), the following clauses are hereby added by addendum:

<u>FAR Paragraph No</u>	<u>Title</u>	<u>Date</u>
52.204-2	Security Requirements	Aug 1996
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.217-6	Option for Increased Quantity	Mar 1989
52.233-02	Service of Protest	Aug 1996
52.242-15	Stop Work Order	Aug 1989
52.243-1	Changes – Fixed Price	Aug 1987
52.247-34	F. O. B. Destination	Nov 1991
<u>PART II</u>		
<u>DFAR Para No</u>	<u>Title</u>	<u>Date</u>
252.204-7004	Required Central Contractor Registration	Nov 2001
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information	Jun 1995

**NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)**

Any contract awarded as a result of this solicitation will be (\_\_\_) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

End of Addendum 1 to 52.212-4

**Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items (FAR 52.212-5)(June 2003)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

--(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

--(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

**X** (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

--(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

--(ii) Alternate I (MAR 1999) of 52.219-5.

--(iii) Alternate II (JUNE 2003) of 52.219-5.

- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- X** (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- X** (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X** (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- X** (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X** (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- X** (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X** (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X** (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).



--(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

--(ii) Alternate I (MAY 2002) of 52.225-3.

--(iii) Alternate II (MAY 2002) of 52.225-3.

--(23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**X** (24) 52.225-13, Restrictions on Certain Foreign Purchases (JULY 2000)(DEVIATION) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

--(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

--(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

--(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

--(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**X** (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

--(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

--(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

--(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

**X** (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

--(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

--(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

--(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

--(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JUN 2003) (DFARS 252.212-7001)**

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

☒ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (APR 2003) (☐ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (22 U.S.C. 2534(a)(3)).

☒ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☒ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000) (Alternate III) (MAY 2003) (10 U.S.C. 2631).

☒ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**EXHIBITS/ATTACHMENTS SECTION IN ACCORDANCE WITH FAR 12.303(D)**

Attachment 1 – Statement of Work (SOW) dated 14 October 2003

Attachment 2 – Purchase Description dated 14 October 2003

Attachment 3 – DD 254, Contract Security Classification Specification

*Data Requirements (CDRLs)*

Exhibit A001 – Calibration Certificate

Exhibit A002 – Commercial Off-The-Shelf (COTS) Manual and Associated Data

Exhibit A003 – Software Users Manual

Exhibit A004 – Maintenance Manuals

Exhibit A005 – Computer Software End Items

Exhibit A006 – FTAC Drawing

## **Solicitation Provisions**

<u>Far Subparagraph</u>	<u>Title</u>	<u>Date</u>
<b>52.212-1</b>	<b>Instructions to Offerors – Commercial Items</b>	<b>Jul 2003</b>

**NOTE:** The provision at 52.212-1 has been tailored as follows: (See addendum 2 below.)

### **Addendum 2 to 52.212-1**

Add to Paragraph (b) (4) "*Technical Description*" as follows:

**Structure.** All written proposals shall be on 8.5" x 11" paper, with typed characters of no less than 10 pica. The text shall be printed with single-spacing and one-inch minimum margins at the top and bottom of each page. A page shall consist of text on one side of the paper. If the Contractor chooses to include text on both sides of a sheet of paper, then it shall count as 2 pages. Fold-out pages up to 11" x 17" may be used for diagrams, charts, or graphic materials only and shall be counted as two pages. Photo reductions are not acceptable for text materials.

NOTE: The cover and title pages of each volume shall indicate the following:

- Title of Proposal
- Volume number, title, section and page
- Security classification, if applicable
- Solicitation Number
- Offeror's name and address

The contents to be included in each of the volumes are identified below. The order of presentation in the offeror's proposal volumes shall correspond to the order of the factors/subfactors as listed. The content requirements address major topics of interest to the Government. Failure to respond to any of the topics will be considered an information deficiency. The offeror may expand on information identified as necessary for evaluation. Required and additional information must be within the page limitations. Any text provided in a proposal must be relevant and demonstrate capabilities beneficial to the overall requirements described in this solicitation. Previously submitted data, if any, will not be used in the evaluation of your response to this solicitation.

The technical proposal and the past performance information shall be submitted in separate volumes and contain sufficient information to permit a detailed evaluation. The technical proposal shall not contain any cost/pricing information. Ensure the signed solicitation document is not submitted in a three-ring binder or any other kind of binder.

The offeror shall submit the following information:

- (1) 2 completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B.
- (2) 3 copies of the technical proposal.
- (3) 2 copies of the past performance information.

**Technical Proposal (maximum 70 pages).** Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements that paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specification, and this paragraph. As a minimum, the proposal must clearly provide the following:

The proposal is to be divided into the following sections and subsections:

### **Volume 1: Technical Capability**

#### ***Factor 1 - Technical***

- **Subfactor A – Design/Maintenance Approach/Calibration Requirements**
  - Offeror shall include a brief analysis of the design approach utilized in the proposal including its strengths and weaknesses
  - Offeror shall include a detailed proposal that clearly demonstrates that the proposed system meets the requirements of the purchase description.
  - Offeror shall include a detailed description of non-conventional tests, such as limited MRTD and MRC and alignment tests. The description should include test methodology, additional equipment, software, etc.
  - Offeror shall provide the details of system maintenance requirements such as any necessary calibrations for the FTAC system and its components.
- **Subfactor B – Ability to meet delivery schedule**
  - Offeror shall provide a detailed schedule for design, fabrication, installation and training.
- **Subfactor C – Automation/Operator Interface**
  - The proposal shall clearly identify the user interface (software) and the interaction of the operator and equipment to perform all tests included in the Purchase Description.

NOTE: The page limitation includes all material with printed matter and figures except cover, title pages, table of contents and lists of illustrations.

**Past Performance information (Maximum 15 pages).** Each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same/or similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The minimum information required for evaluation is described below:

## **Volume 2: Past Performance**

### ***Factor 2 – Past Performance***

- **Subfactor A – Successful completion of contracts for same or similar items**
  - Offeror shall provide evidence of their ability to meet requirements for similar systems provided under other contracts.
  - Offeror shall provide contract numbers, period of performance, description of systems, and buyer points of contact and phone numbers.
- **Subfactor B – Timely delivery**
  - Offeror shall describe any previous requests for relief from requirements of any similar systems including impacts made on system performance, cost and schedule.
- **Subfactor C – Customer Satisfaction**
  - Offeror shall provide examples of their warranty and customer satisfaction.
- **Subfactor D – Utilization of Small Business**
  - Offeror shall describe the extent of participation of small disadvantaged business concerns in performance of past

**Cost/Price Proposal.** The following cost/price information is required: Price of all CLIN's annotated in section B of this solicitation is required.

**Exceptions.** Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Cost Proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception.

**Addendum 2 to 52.212-1 continued**

The following paragraphs (k thru m) are hereby added to the clause:

**(k) *FACSIMILE PROPOSALS (OCT 1997)*****(a) *Definition.***

*Facsimile proposal*, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 812-854-5066.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

**(l) *SUBCONTRACT DATA REQUIRED (6410)***

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein, if applicable.

**(m) *SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999)***

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

Note: The above referenced subcontracting plan is only required from large businesses.

End of Addendum 2 to 52.212-1

**Evaluation—Commercial Items (JAN 1999) (FAR 52.212-2)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers (listed in descending order of importance):

- Technical
- Past Performance
- Price

Technical and Past Performance, when combined, are significantly more important than cost or price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**NOTE:** The provision at 52.212-2 has been tailored as follows: (See addendum 3 below.)

**Addendum 3 to 52.212-2**

The following paragraph (d) is hereby added to the clause:

**(d) PAST PERFORMANCE**

During the source selection process, the Government will assess the Offeror's past performance in the evaluation for contract award. Accordingly, each Offeror is required to submit a list of its most recent contracts (maximum of 3) for each of the same or similar items (include the names, addresses, contract numbers, and phone (voice and fax) numbers for two (2) points of contact for each reference). It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Contracting Officer will evaluate the offeror's past performance; based upon the information furnished by the offeror, or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not identified in the offer. The Contracting Officer may, however, utilize all available information, including information not provided by the Offeror, in the past performance evaluation. If the offeror does not have past performance for these exact units, submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, or unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will be rated neither favorably nor unfavorably. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

End of Addendum 3 to 52.212-2

**52.212-3 – Offeror Representations and Certifications – Commercial Items (JUN 2003) – ALTERNATE I (JUN 2003)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-



- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN)*.

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization*.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) *Common parent.*

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \* is, \* is not a small business concern.(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

- (A) It \* is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It \* has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that --

- (i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It \* is, \* is not a joint venture that complies with the requirements of 13 CFA part 126, and the representation in paragraph ©(10)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

## (d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

- (i) It \* has, \* has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It \* has, \* has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act -- Supplies."

## (2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement - Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement - Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (MAY 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products

Line Item No.:

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (MAY 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals \* are, \* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \* Have, \* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and\* are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification*. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

*Alternate I (Apr 2002)*. As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(End of Clause)

## **252.212-7000 - Offeror Representations and Certifications--Commercial Items (NOV 1995).**

(a) *Definitions.* As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## **CONTRACTOR PERFORMANCE DATA**

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted.

### **CONTRACTOR PERFORMANCE DATA SHEET**

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

Address:

Division:

RFP #:

POC: (Person who can verify data)

Telephone:

FAX:

**CONTRACT INFORMATION**

Contract Number:

Contract Type: Fixed Price

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Address:

Date Completed:

Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)

Telephone:

FAX:

**QUALITY**

NOTE: An explanation must accompany all answers with an asterisk(\*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was any warranty work completed on delivered items?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Did you receive any quality awards in the past three years?

YES\* \_\_\_\_ NO \_\_\_\_ (List Awards)

**TIMELINESS**

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES \_\_\_\_ NO \* \_\_\_\_ (Explanation)

**COST FOR COST TYPE CONTRACTS:**

Was the original contract estimated cost met?

YES \_\_\_\_ NO\* \_\_\_\_ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ \_\_\_\_\_ -

**OTHER PERTINENT INFORMATION**

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

## **Statement of Work For FLIR Test and Alignment Collimator (FTAC)**

### **1.0 Scope**

NSWC Crane is in need of an FLIR Test and Alignment Collimator (FTAC) to test a multi-sensor FLIR system and aid in alignment of sensor subsystems. This test set shall be used to perform a multitude of tests on the imaging systems, subsystems, and lasers. The test set is envisioned to consist of an off-axis parabolic collimator with selectable targets, sources, and laser test equipment.

### **2.0 Applicable Documents**

Purchase Description for FLIR Test and Alignment Collimator (FTAC) 14 October 2003.

### **3.0 Requirements**

The Contractor shall provide all labor, material, equipment and facilities to develop, deliver, install, set-up, checkout, and training for the FTAC that meets the requirements set forth in the Purchase Description for the FTAC. The Contractor shall also participate in program reviews.

#### **3.1 Program Reviews.**

##### **3.1.1 Post-Award Conference**

The Contractor shall prepare, conduct, and host a Post Award Conference (PAC) at the Contractor's facility within 1 month from effective date of contract. At minimum, the PAC content shall include:

- Design Requirements and Objectives
- System Functional Block Diagram
- Functional Allocation
- Technical Performance Measure (TPM)
- Risks
- Design Verification Plan
- Program Schedule

##### **3.1.2 Biweekly Conference Calls**

The Contractor shall also participate in conference calls with the Government every two weeks. The purpose of the conference calls is to keep the Government informed of the status of the FTAC and to discuss any obstacles.

#### **3.2 Installation and Verification**

The Contractor shall unpack and assemble the FTAC at NSWC Crane, Building 3291. Verification of the FTAC operational performance for all requirements will occur within 24 hours of assembly at NSWC Crane. Both the Government and the Contractor will perform the verification.

#### **3.3 Training**

The Contractor shall provide 2 days, at minimum, of hands-on instruction to NSWC Crane at a mutually agreed to time after delivery, installation and acceptance of the FTAC. The training shall be conducted at NSWC Crane utilizing the FTAC and include approximately 4 NSWC Crane equipment operators. The training shall include, at minimum, detailed instructions on topics including system operation, calibration, maintenance, alignment, and troubleshooting.



**Purchase Description  
For  
FLIR Test and Alignment Collimator (FTAC)**

## **1 FTAC Requirements**

It is the intention of the Government to purchase a compact, self-contained optical test set to test a multi-sensor FLIR systems and assist with alignments of the subsystems. The FLIR Test and Alignment Collimator (FTAC) shall consist of a collimator/target projector and alignment equipment to provide test and alignment capabilities for the FLIR and FLIR subsystems.

- 1.1** The FTAC shall operate on standard 120 VAC 60 Hz power.
- 1.2** The FTAC shall provide automatic compensation for system transmission errors and ambient temperature changes.
- 1.3** Calibration and certification data shall be provided for all applicable components of the FTAC, including targets, sources, optics, detectors/receivers and attenuators. (CDRL A001)
- 1.4** The FTAC shall include a minimum of 3 copies of the operator's manuals, software manuals and maintainer's manuals for the system. All user manuals and literature from COTS components shall also be included. (CDRL A002, A0003, A0004)
- 1.5** The FTAC must be self-contained and no larger than 5' x 3' x 5' (L x W x H), excluding the electronics. The electronics shall be mounted in one standard 19" equipment rack. The 19" equipment rack must be provided.
- 1.6** The FTAC shall be operable in the following environmental conditions:
  - Temperature controlled:  $25^{\circ}\text{C} \pm 10^{\circ}\text{C}$
  - Relative humidity: room ambient up to 90% (non-condensing)
  - Air Quality: 100,000 ppm
  - Altitude: Normal Ground

## **2 Testing Requirements**

The FTAC shall be capable of performing all tests in this section. The specifications for the multisensor FLIR system will be provided as Government Furnished Information (GFI), which is available upon request after requestor has been determined to hold the proper security level.

### **2.1 IR Tests**

- Pass/Fail Minimum Resolvable Temperature Difference (MRTD) (Section 2.1.1)
- Modulation Transfer Function (MTF)
- Noise Equivalent Temperature Difference (NETD)
- Signal Transfer Function (SiTF)
- Uniformity
- Field of View Size
- Field of View Coincidence (Section 2.3)

### 2.1.1 Pass/Fail MRTD

The FTAC shall have the capability to perform a Pass/Fail MRTD test on the IR imager. The goal of this test is to gain information on target resolvability while eliminating measurements of classified data and reducing the number of targets necessary for a standard MRTD. The contractor shall provide an approach to meet this goal. Any additional targets, equipment, software development, etc. to meet this goal shall also be identified.

## 2.2 Visible Tests

The FTAC shall be capable of performing the following tests on both the visible Charge-Coupled Device (CCD) and the Image-Intensified ( $I^2$ ) CCD.

- Limited Minimum Resolvable Contrast (MRC) (Section 2.2.1)
- Modulation Transfer Function (MTF)
- Noise Equivalent Irradiance (NEI)
- Responsivity
- Uniformity
- Field of View Size
- Field of View Coincidence (Section 2.3)

### 2.2.1 Pass/Fail MRC Test

The FTAC shall have the capability to perform a Pass/Fail MRC test on the visible imager. The goal of this test is to gain information on target resolvability while eliminating measurements of classified data and reducing the number of targets necessary for a standard MRC. The contractor shall provide an approach to meet this goal. Any additional targets, equipment, software development, etc. to meet this goal shall also be identified.

## 2.3 FOV Coincidence Testing

The FTAC shall also be capable of testing the Field of View coincidence within an imaging subsystem to a threshold accuracy requirement of 15 pixels. The objective accuracy requirement is 10 pixels. The Contractor shall provide an approach to this test. Any additional targets, equipment, software development, etc. for this test shall also be identified.

The FOVs (in degrees) of the various sensors in the FLIR are given below.

1.1.1 FOV	Infrared	Visible CCD	Image-Intensified CCD
Ultra Narrow	0.6 x 0.8	0.22 x 0.3	0.6 x 0.8
Narrow	1.2 x 1.6	1.2 x 1.6	1.21 x 1.63
Medium	5.7 x 7.6	5.7 x 7.6	5.7 x 7.6
Wide	17.0 x 22.5	17.0 x 22.5	None
UltraWide	34.0 x 45.0	34.0 x 45.0	None

## 2.4 Sensor Coincidence

The FTAC shall also be capable of testing the coincidence between imaging subsystems to a threshold accuracy of 10% of the field of view under test. The objective accuracy is 5% of the field of view under test. The Contractor shall provide an approach to this test. Any additional targets, equipment, software development, etc. to meet this objective shall also be identified.

### **3 Collimator Optics**

The FTAC shall utilize optical components that eliminate spherical aberration, and minimize coma and astigmatism.

- 3.1** The focal length of the primary mirror shall be long enough to provide adequate testing capabilities for all the EO/IR testing identified within this document.
- 3.2** The diameter of the primary mirror will be large enough to cover the entire EO/IR aperture of the FLIR and facilitate all testing identified within this document. Aperture dimensions are provided in the GFI.
- 3.3** The surface quality of the primary collimating mirror shall meet the following minimum requirements at a test wavelength of 633 nm:

Surface Figure Departure:  $\lambda/4$  P-V and  $\lambda/19$  RMS  
Slope Error:  $\lambda/4$  per inch  
Scratch/Dig: 60/40

- 3.4** All other optics, such as beam splitters, fold mirrors, etc. provided by the Contractor shall meet or exceed the specifications for surface accuracy, slope error, and scratch/dig as well as be compatible in form, fit, and function with the main collimating mirror to prevent vignetting or other degradations to the overall testing performance of the FTAC.
- 3.5** The Contractor shall provide a detailed drawing of the FTAC, with all necessary dimensions, no later than two months before delivery to allow the Government to develop interfacing fixtures for the FLIR and subsystems (CDRL A006).

### **4 Targets and Target Wheel**

- 4.1** The FTAC shall utilize a minimized number of targets, with an objective of less than 12 targets. The targets provided with the FTAC will include all targets necessary to perform all tests described in this document.
- 4.2** Targets utilized in the Pass/Fail MRTD, Pass/Fail MRC, FOV Coincidence, and Sensor Coincidence measurements shall also be provided.
- 4.3** The targets shall be pre-loaded and accessible to the system simultaneously without removal and replacement of target wheels.
- 4.4** The target wheel shall accommodate the mounting of targets in  $0^\circ$ ,  $45^\circ$  and  $90^\circ$  rotational orientations within the target wheel plane.

### **5 Differential Blackbody Source**

- 5.1** The FTAC shall have a COTS differential blackbody source capable of performing all tests in Section 2.1.

- 5.2 The blackbody source will have a minimum differential temperature range of  $-25^{\circ}\text{C}$  to  $+75^{\circ}\text{C}$ .
- 5.3 The blackbody source shall have a minimum absolute temperature range of  $0^{\circ}\text{C}$  to  $100^{\circ}\text{C}$ .
- 5.4 The blackbody source shall have an exit aperture capable of covering the diameter of all targets.
- 5.5 The source shall have a minimum absolute temperature accuracy of  $\pm 0.03^{\circ}\text{C}$ .
- 5.6 The source shall have a minimum temperature stability of  $\pm 0.003^{\circ}\text{C}$ . [0.003]
- 5.7 The blackbody source shall have a minimum emissivity of 0.97  $\pm 0.01$  throughout the entire IR bandpass of 2 microns through 14 microns. The reflectance data for the coating material shall be provided with the source.
- 5.8 The system shall have a setpoint resolution of  $0.001^{\circ}\text{C}$  as a minimum.
- 5.9 The display resolution shall be a minimum of 3 decimal places.

## 6 Visible Source

- 6.1 The FTAC shall incorporate a COTS visible source for testing color CCD cameras and  $\text{I}^2\text{CCD}$  cameras. The visible source shall be capable of performing all tests in Section 2.2.
- 6.2 The visible source shall have a minimum dynamic range of  $10^{-3}$  to 1000 foot-lamberts at minimum. It is acceptable to achieve low-level illumination for  $\text{I}^2\text{CCD}$  testing through the use of calibrated filters.
- 6.3 The visible source shall have a minimum variable color temperature of 2000K to 3000K, and a color temperature uncertainty of 35 K.
- 6.4 The visible source shall have a minimum setpoint accuracy of  $\pm 5\%$  of the reading.
- 6.5 The visible source shall have a minimum repeatability of  $\pm 1\%$  of the reading.
- 6.6 The visible source shall have a certification of luminance uniformity greater than 98% over the wavelength range of 400 to 900 nm.
- 6.7 Displays shall be a minimum of 3 decimal places.
- 6.8 The visible source shall be displayed in foot-lamberts (luminance) on the source controller.
- 6.9 The computer software shall have options and make the necessary calculations to convert to radiance ( $\text{W}/\text{st}\cdot\text{rad m}$ ) and luminance (lux).

## 7 Collimator Alignment Procedure

- 7.1 The Contractor shall provide a detailed procedure on the alignment of the FTAC as part of the Maintenance Manuals (CDRL A004). The procedure shall include instructions to align all components of the FTAC.

**7.2** The Contractor shall provide all tooling and equipment necessary to align the FTAC.

**7.3** The Contractor shall provide training with the alignment procedure during the initial setup and installation of the FTAC as described in the Statement of Work.

## **8 Software**

**8.1** The system shall utilize a Microsoft Windows based graphical user interface.

**8.2** The software shall be written in a high order language (i.e. Labview, C, etc).

**8.3** The system shall allow the operator to run individual tests and/or configure multiple tests into a single operation.

**8.4** The system shall allow a configuration of tests to be stored for later recall and use.

**8.5** The software shall monitor the critical features of the test to ensure proper operation, for example: target wheel position, source position, temperatures, etc.

**8.6** The software shall maximize automated test sequences during testing to reduce operator intervention and increase testing throughput.

**8.7** The software shall allow the storing of all test data in user selectable files or directories.

**8.8** The software including all the operating system, programs, data files and custom code shall be included on CD-ROM media. (CDRL A005)

**8.9** The software shall allow user defined test data output reporting. As an example, visible MRC testing shall be output in a normalized contrast format.

**8.10** The software shall allow exporting of the test data into industry standard software packages (i.e. Microsoft Office 2000).

**8.11** The software shall allow ease of navigation through the testing menus and allowing the ability of the user to "Go Back" without losing previous test data or closing out of the software.

**8.12** When it is required for the user to input FOV for the UUT, the FOV shall be entered in degrees.

## **9 Controller/Computer**

**9.1** The FTAC shall utilize an automated method of equipment selection and positioning by the controller. The FTAC shall sense the proper alignment of the equipment by direct feedback.

**9.2** The system shall utilize a rack-mountable IBM Compatible PC with a Pentium III processor or greater and Windows operating system to control the system.

**9.3** The system shall utilize RS-170 Video signals and support 30 and 60 Hz frame rates.

**9.4** The interfaces used shall be industry standards (i.e. IEEE-488, RS-232).

**9.5** A rack-mounted computer monitor with a minimum screen size of 13" viewable shall be provided.

**9.6** All necessary input devices (i.e. keyboard, mouse) shall be included.

**9.7** The computer shall have a CD-writer.

**10 Laser Receiver Alignment Test**


The FTAC shall have a testing method to align the Laser Rangefinder Receiver along the optical path. Specifications for the Laser Rangefinder Receiver are provided in the GFI.

**10.1** The FTAC shall have an active illumination capability for this alignment.

**10.2** The Contractor shall provide an approach to align the Laser Receiver to the sensor LOS within 0.028° threshold, 0.014° objective.

**10.3** Any additional targets, equipment, software development, etc. to meet this objective shall also be identified and provided with the FTAC.


10/14/2003

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. <b>0001</b>		B. EXHIBIT <b>A</b>		C. CATEGORY: TDP    TM    OTHER <b>X</b>					
D. SYSTEM/ITEM <b>FLIR Test and Alignment Collimator</b>			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. <b>A001</b>		2. TITLE OF DATA ITEM <b>Calibration Certificate</b>			3. SUBTITLE <b>N/A</b>				
4. AUTHORITY (Data Acquisition Document No.) <b>DI-QCIC-80798A</b>			5. CONTRACT REFERENCE <b>FTAC PD Para 1.3</b>		6. REQUIRING OFFICE <b>NSWC/CD 805H</b>				
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>D</b>	10. FREQUENCY <b>ONE TIME</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION				
8. APP CODE <b>NA</b>		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>N/A</b>		a. ADDRESSEE				
					b. COPIES				
					Draft		Final		
					Reg		Repro		
16. REMARKS: <small>Fdd</small> Block 7 – Submit one info copy via email to: <a href="mailto:brinson_j@crane.navy.mil">brinson_j@crane.navy.mil</a> and <a href="mailto:amstutz_j@crane.navy.mil">amstutz_j@crane.navy.mil</a>  Block 9 – “Distribution authorized to the Department of Defense and U.S. DoD Contractors only. Critical technology as of 29 SEP 01. Other requests shall be referred to Commander (Code 805H), Naval Surface Warfare Center, 300 Highway 361, Crane, IN 47522-5001.”  Block 12 – The Contractor shall submit the report with the delivery of equipment under the FTAC SOW.  Block 14 – The Contractor shall submit the report in hard copy format to:  Addressee List:  AL-01: Commander NAVSURFWARCENDIV Crane, Code 805H, Bldg. 3291 ATTN: J. Brinson, 300 Highway 361, Crane, IN 47522-5001					AL-01		0	1	0
					15. TOTAL 		0	1	0
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
<b>INSERT IN SECT. B</b>

DD Form 1423-1, 1 Jun 90


Exhibit A001

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>		C. CATEGORY: TDP    TM    OTHER <b>X</b>			
D. SYSTEM/ITEM <b>FLIR Test and Alignment Collimator</b>			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. <b>A002</b>		2. TITLE OF DATA ITEM <b>Commercial Off-The-Shelf (COTS) Manual and Associated Data</b>			3. SUBTITLE <b>N/A</b>		
4. AUTHORITY (Data Acquisition Document No.) <b>DI-TMSS-80527A</b>			5. CONTRACT REFERENCE <b>FTAC PD Para 1.4</b>		6. REQUIRING OFFICE <b>NSWC/CD 805H</b>		
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>D</b>		10. FREQUENCY <b>ONE TIME</b>		12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>	
8. APP CODE <b>NA</b>		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION <b>N/A</b>		14. DISTRIBUTION	
				a. ADDRESSEE		b. COPIES	
						Draft    Final	
						Reg    Repro	
16. REMARKS: <small>Fdd</small> Block 7 – Submit one info copy via email to: <a href="mailto:brinson_j@crane.navy.mil">brinson_j@crane.navy.mil</a> and <a href="mailto:amstutz_j@crane.navy.mil">amstutz_j@crane.navy.mil</a> .  Block 9 – “Distribution authorized to the Department of Defense and U.S. DoD Contractors only. Critical technology as of 29 SEP 01. Other requests shall be referred to Commander (Code 805H), Naval Surface Warfare Center, 300 Highway 361, Crane, IN 47522-5001.”  Block 12 – The Contractor shall submit the report with the delivery of equipment under the FTAC SOW.  Block 14 – The Contractor shall submit the report in hard copy format to:  Addressee List:  AL-01: Commander NAVSURFWARCENDIV Crane, Code 805H, Bldg. 3291 ATTN: J. Brinson, 300 Highway 361, Crane, IN 47522-5001.				AL-01		0    3    0	
				15. TOTAL 		0    3    0	
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE

17. PRICE GROUP


18. ESTIMATED  
TOTAL PRICE  
**INSERT  
IN  
SECT. B**




<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. <b>0001</b>		B. EXHIBIT <b>A</b>		C. CATEGORY: TDP    TM    OTHER <b>X</b>				
D. SYSTEM/ITEM <b>FLIR Test and Alignment Collimator</b>			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. <b>A003</b>	2. TITLE OF DATA ITEM <b>Software Users Manual</b>				3. SUBTITLE <b>N/A</b>			
4. AUTHORITY (Data Acquisition Document No.) <b>DI-IPSC-81443A</b>			5. CONTRACT REFERENCE <b>FTAC PD Para 1.4</b>		6. REQUIRING OFFICE <b>NSWC/CD 805H</b>			
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>D</b>	10. FREQUENCY <b>ONE TIME</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>	14. DISTRIBUTION				
8. APP CODE <b>NA</b>		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>N/A</b>	a. ADDRESSEE		b. COPIES		
						Draft	Final	
						Reg	Repro	
<b>16. REMARKS:</b> <small>Fdd</small> Block 7 – Submit one info copy via email to: <a href="mailto:brinson_j@crane.navy.mil">brinson_j@crane.navy.mil</a> and amstutz_j@crane.navy.mil  Block 9 – “Distribution authorized to the Department of Defense and U.S. DoD Contractors only. Critical technology as of 29 SEP 01. Other requests shall be referred to Commander (Code 805H), Naval Surface Warfare Center, 300 Highway 361, Crane, IN 47522-5001.”  Block 12 – The Contractor shall submit the report with the delivery of equipment under the FTAC SOW.  <b>Block 14 – Distribution shall be via Compact Disk-Read Only Memory (CD-ROM). All files and attachments shall be provided in their existing format or in a mutually agreed upon format.</b>  Addressee List:  AL-01: brinson_j@crane.navy.mil or Commander NAVSURFWARCENDIV Crane, Code 805H, BLDG 3291 ATTN: J. Brinson, 300 Highway 361, Crane IN 47522-5001.				AL-01		0	3	0
				15. TOTAL 		0	3	0
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE	

17. PRICE GROUP

 18. ESTIMATED  
TOTAL PRICE  
**INSERT  
IN  
SECT. B**


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A. CONTRACT LINE ITEM NO. <b>0001</b>		B. EXHIBIT <b>A</b>		C. CATEGORY: TDP    TM    OTHER <b>X</b>			
D. SYSTEM/ITEM <b>FLIR Test and Alignment Collimator</b>			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. <b>A004</b>	2. TITLE OF DATA ITEM <b>Maintenance Manuals</b>				3. SUBTITLE <b>N/A</b>		
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ILSS-80294A</b>			5. CONTRACT REFERENCE <b>FTAC PD Para 1.4 and 7.1</b>		6. REQUIRING OFFICE <b>NSWC/CD 805H</b>		
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>D</b>	10. FREQUENCY <b>ONE TIME</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>	14. DISTRIBUTION			
8. APP CODE <b>NA</b>		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>N/A</b>	a. ADDRESSEE		b. COPIES	
						Draft    Final	
						Reg    Repro	
16. REMARKS: <small>Fdd</small>				AL-01		0    3    0	
<p>Block 7 – Submit one info copy via email to: <a href="mailto:brinson_j@crane.navy.mil">brinson_j@crane.navy.mil</a> and <a href="mailto:amstutz_j@crane.navy.mil">amstutz_j@crane.navy.mil</a>.</p> <p>Block 9 – “Distribution authorized to the Department of Defense and U.S. DoD Contractors only. Critical technology as of 29 SEP 01. Other requests shall be referred to Commander (Code 805H), Naval Surface Warfare Center, 300 Highway 361, Crane, IN 47522-5001.”</p> <p>Block 12 – The Contractor shall submit the report with the delivery of equipment under the FTAC SOW.</p> <p>Block 14 – The Contractor shall submit the report in hard copy format to:</p> <p>Addressee List:</p> <p><b>AL-01: Commander NAVSURFWARCENDIV Crane, Code 805H, Bldg. 3291 ATTN: J. Brinson, 300 Highway 361, Crane, IN 47522-5001</b></p>							
				15. TOTAL 		0    3    0	
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE

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18. ESTIMATED TOTAL PRICE
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A. CONTRACT LINE ITEM NO. <b>0001</b>		B. EXHIBIT <b>A</b>		C. CATEGORY: TDP    TM    OTHER <b>X</b>			
D. SYSTEM/ITEM <b>FLIR Test and Alignment Collimator</b>			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. <b>A005</b>	2. TITLE OF DATA ITEM <b>Computer Software Product End Items</b>				3. SUBTITLE <b>N/A</b>		
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MCCR-80700</b>			5. CONTRACT REFERENCE <b>FTAC PD Para 8.8</b>		6. REQUIRING OFFICE <b>NSWC/CD 805H</b>		
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>D</b>	10. FREQUENCY <b>ONE TIME</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>	14. DISTRIBUTION			
8. APP CODE <b>NA</b>		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>N/A</b>	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repro
16. REMARKS: <small>Fdd</small>				AL-01		0	1
<p>Block 7 – Submit one info copy via email to:  <a href="mailto:brinson_j@crane.navy.mil">brinson_j@crane.navy.mil</a> and <a href="mailto:amstutz_j@crane.navy.mil">amstutz_j@crane.navy.mil</a>.</p> <p>Block 9 – “Distribution authorized to the Department of Defense and U.S. DoD Contractors only. Critical technology as of 29 SEP 01. Other requests shall be referred to Commander (Code 805H), Naval Surface Warfare Center, 300 Highway 361, Crane, IN 47522-5001.”</p> <p>Block 12 – The Contractor shall submit the report with the delivery of equipment under the FTAC SOW.</p> <p><b>Block 14 – Distribution shall be via Compact Disk-Read Only Memory (CD-ROM). All files and attachments shall be provided in their existing format or in a mutually agreed upon format.</b></p> <p>Addressee List:</p> <p>AL-01: <a href="mailto:brinson_j@crane.navy.mil">brinson_j@crane.navy.mil</a> or Commander NAVSURFWARCENDIV Crane, Code 805H, BLDG 3291 ATTN: J. Brinson, 300 Highway 361, Crane IN 47522-5001.</p>							
				15. TOTAL 		0	1
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	

17. PRICE GROUP

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A. CONTRACT LINE ITEM NO. <b>0001</b>		B. EXHIBIT <b>A</b>		C. CATEGORY: TDP    TM    OTHER <b>X</b>				
D. SYSTEM/ITEM <b>FLIR Test and Alignment Collimator</b>			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. <b>A006</b>	2. TITLE OF DATA ITEM <b>FTAC Drawing</b>				3. SUBTITLE <b>N/A</b>			
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ILSS-80294A</b>			5. CONTRACT REFERENCE <b>FTAC PD Para 3.5</b>		6. REQUIRING OFFICE <b>NSWC/CD 805H</b>			
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>D</b>	10. FREQUENCY <b>ONE TIME</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION			
8. APP CODE <b>NA</b>		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION <b>N/A</b>		a. ADDRESSEE		b. COPIES	
					Draft		Final	
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16. REMARKS: <small>Fdd</small>  Block 7 – Submit one info copy via email to: <a href="mailto:brinson_j@crane.navy.mil">brinson_j@crane.navy.mil</a> and <a href="mailto:amstutz_j@crane.navy.mil">amstutz_j@crane.navy.mil</a> .  Block 9 – “Distribution authorized to the Department of Defense and U.S. DoD Contractors only. Critical technology as of 29 SEP 01. Other requests shall be referred to Commander (Code 805H), Naval Surface Warfare Center, 300 Highway 361, Crane, IN 47522-5001.”  Block 12 – The Contractor shall submit the drawing no later than two months before the delivery of equipment under the FTAC SOW.  Block 14 – The Contractor shall submit the report in electronic format to:  Addressee List:  <b>AL-01: Commander NAVSURFWARCENDIV Crane, Code 805H, Bldg. 3291 ATTN: J. Brinson, 300 Highway 361, Crane, IN 47522-5001</b>					AL-01	0	1	0
					15. TOTAL 	0	3	0
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE	

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